liable thereon. *Price* v. *Taylor*, 5 H. & N. 540. Besides naming his principal, an agent must express by some form of words that the writing is the act of the principal, though done by the hand of the agent. *Tucker Mfg. Co.* v. *Fairbanks*, 98 Mass. 101. This is sufficiently expressed, if the face of the instrument, when interpreted as it would generally be understood, shows that the parties intended that the principal only should be liable. *Liebscher* v. *Kraus*, 74 Wis. 387. *Contra*, *Heffner* v. *Brownell*, 70 Ia. 591. The same result has been reached under the Negotiable Instruments Law, which provides that when an instrument contains words indicating that the agent signs for or on behalf of a principal, he is not liable on the instrument, if duly authorized. See N. Y. Laws 1897, c. 612. *Western Grocer Co.* v. *Lackman*, 75 Kan. 34. The principal case finally disposes of a *dictum* by Lord Ellenborough that the agent whose name appears on a negotiable instrument, will be liable thereon, unless it also appears in so many words that he subscribes for another. See *Leadbitter* v. *Farrow*, 5 M. & S. 345.

AGENCY — PRINCIPAL'S LIABILITY TO THIRD PERSONS IN TORT — RESPONDEAT SUPERIOR NOT APPLIED TO GRATUITOUS SERVICE. — The defendant's servants were authorized to give away old barrels. The plaintiff was injured through the negligence of the defendant's employee in throwing such a barrel to the plaintiff's companion. *Held*, that the defendant is not liable. *Wallace* v. *John A. Casey Co.*, 132 N. Y. App. Div. 35.

The weight of American authority exempts charitable corporations from liability for their servants' negligence on the ground that it would be unjust to subject the master to the incidental burdens of the servant's employment, when he derives no pecuniary benefit therefrom. *Hearns* v. *The Waterbury Hospital*, 66 Conn. 98; *McDonald* v. *Massachusetts General Hospital*, 120 Mass. 432. Upon this theory there is no logical ground for distinguishing charitable corporations from business corporations or individuals dispensing charitable gifts. See *Union Pac. Ry. Co.* v. *Artist*, 60 Fed. 365. As the recipient, and not the dispenser of the charity, is the real beneficiary of the servant's labor, this doctrine seems just. *Cf. Powers* v. *Massachusetts Homœopathic Hospital*, 101 Fed. 896. The theory has been advanced that the recipient, by accepting a charity, waives the responsibility of the master for the servant's negligence. See *Kellogg* v. *Church Charity Foundation of Long Island*, 128 N. Y. App. Div. 214. The present case expresses the same idea in another form; the recipient must be held to have assumed the risk of the servant's negligence. The reasoning is analogous to that of the fellow-servant doctrine. *Cf. Farwell* v. *Boston & Worcester R. R. Corp.*, 4 Met. (Mass.) 49. Although founded on fiction, it seems to lead to a correct result.

BANKRUPTCY — DISCHARGE — EFFECT UPON OBLIGATIONS OF BANKRUPT AS LESSEE. — After renewing his lease, but before the beginning of the new term, a lessee filed a voluntary petition in bankruptcy. After the beginning of the new term, he was adjudged a bankrupt and discharged. Under a statute giving the landlord a lien on the tenant's goods for the entire rent to accrue, the landlord attached the stock of goods allowed to the bankrupt as an exemption. *Held*, that the landlord has a lien for future rent. *Shapiro* v. *Thompson*, 49 So. 391 (Ala.).

A tenant's discharge in bankruptcy does not release him from liability for rent to accrue under a subsisting lease, for it is well settled that future rent is not a provable claim. *Watson* v. *Merrill*, 136 Fed. 359. The landlord, therefore, must look to the bankrupt personally for his security, unless their relation as landlord and tenant is severed by the adjudication. On this latter point there is a conflict of authority. It has been held that the adjudication *ipso facto* terminates the lease. See *In re Jefferson*, 93 Fed. 948. But the better view appears to be that the leasehold, like any other property of the bankrupt, goes to the trustee, subject to his right of disclaimer. *In re Pennewell*, 119 Fed. 139; *White* v. *Griffing*, 44

Conn. 437. If the trustee assumes the lease, it becomes an asset of the estate, and is sold for the benefit of creditors. If not, the landlord and tenant remain on the same footing as before. *Ex parte Houghton*, 1 Low. (U. S.) 554. Thus in the principal case the plaintiff is allowed the ordinary statutory remedy of the landlord, as if there had been no bankruptcy.

BILLS AND NOTES — DEFENSES — EFFECT OF TRANSFER AFTER MATURITY. — A gave to B his promissory note secured by a mortgage. After maturity of the note, it was agreed that B should transfer the note and mortgage to C, who should hold the note until certain payments were made. Payments were made, but were not indorsed upon the note which C later indorsed to D, a purchaser without notice. *Held*, that D can recover from A, the full amount of the note. *Reardon* v. *Cockrell*, 103 Pac. 457 (Wash.).

It is fundamental that after maturity a promissory note loses its negotiability and passes by indorsement only such right as the indorser possessed. *Texas* v. *Hardenburg*, 10 Wall. (U. S.) 68. Thus any defense arising from a defect in the inception of the note or from any subsequent transaction relating to the note, can be urged against one holding by indorsement after maturity, if it would have availed against his indorser. *Freittenberg* v. *Rubel*, 123 Ia. 154. See *Zeis* v. *Potter*, 105 Fed. 671. But this reasoning is applicable only to equities as distinguished from set-offs. When the maker of a note has a claim against the payee, arising out of a transaction wholly unrelated to the note, the English courts have consistently held that an indorsee after maturity is not subject to the set-off. *Burrough* v. *Moss*, 10 B. & C. 558. American courts are in conflict. *Semmell* v. *Heuben*, 71 Mo. App. 291. *Contra*, *Driggs* v. *Rockwell*, 11 Wend. (N. Y.) 504. Jurisdictions which allow the set-off restrict it to debts due at the time of the transfer. *Baxter* v. *Little*, 6 Met. (Mass.) 7. Some further restrict it to debts due the maker from the payee. *Hayward* v. *Stearns*, 39 Cal. 58. In the principal case equities are confused with set-offs. If the payments made by A to C were intended as payments upon the note, A acquired an equitable interest in the note which should not have been defeated by its indorsement after maturity. *Elgin* v. *Hill*, 27 Cal. 372.

CANCELLATION OF INSTRUMENTS — DEEDS: CANCELLATION FOR FAILURE OF CONSIDERATION. — The owner of land conveyed it in consideration of the grantee's agreement to care for the grantor during her lifetime and to pay her one-half the proceeds of the land. The grantee failed to account for the proceeds. The grantor filed a bill praying for the cancellation of the deed. *Held*, that the deed should be set aside. *Cumby* v. *Cumby*, 88 N. E. 549 (Ill.).

It is a general rule that non-performance by the grantee will not entitle the grantor to a cancellation of the deed in equity. *Chicago, Texas, & Mexican Central Ry. Co.* v. *Titterington*, 84 Tex. 218. But in cases similar to the present the rule is sometimes avoided by treating the grantee's promise as a condition subsequent. *Knutson* v. *Bostrak*, 99 Wis. 469. And it has been held that equity acquires jurisdiction and will decree cancellation or reconveyance because such an agreement creates a trust. *Grant* v. *Bell*, 26 R. I. 288. Another ground suggested for equitable jurisdiction is to prevent a multiplicity of suits by the grantor. *Lowman* v. *Crawford*, 99 Va. 688. It has also been suggested that there is a legal presumption of fraud arising from the grantee's subsequent conduct. See *Frazier* v. *Miller*, 16 Ill. 48. Some courts deny the remedy of cancellation, but make the support of the grantor a charge upon the land conveyed. *Watson* v. *Smith*, 7 Or. 448. But these decisions violate the rule that the grantor's lien exists only in behalf of a liquidated demand. *Harter* v. *Capital City Brewing Co.*, 64 N. J. Eq. 155. None of the grounds suggested in support of the decision in the principal case seem satisfactory, and the decisions which follow the general rule seem correct. See *Anderson* v. *Gaines*, 156 Mo. 664.